



L86252

FILED
02 APR 24 PM 3:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 543377-7201228

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : April 23, 2002

ORDER TIME : 11:0 AM

ORDER NO. : 543377-030

CUSTOMER NO: 7201228

400005337204--7

CUSTOMER: Ms. Bru Torres
Carrington Coleman - Summit
Suite 1500
200 Crescent Court
Dallas, TX 75202

ARTICLES OF MERGER

GREGORY, INC.

INTO

LWC HOLDING CORP.

RECEIVED
02 APR 24 AM 11:28
DIVISION OF REGISTRATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

G. Coulliette APR 25 2002

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

GREGORY, INC., a Florida corporation, 615555

INTO

LWC HOLDING CORP., a Florida entity, L86252.

File date: April 24, 2002

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Amount charged: 70.00



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 24, 2002

CSC
ATTN: SARA
TALLAHASSEE, FL

SUBJECT: LWC HOLDING CORP.
Ref. Number: L86252

RESUBMIT

Please give original
submission date as file date.

We have received your document for LWC HOLDING CORP. and the authorization to debit your account in the amount of \$. However, the document has not been filed and is being returned for the following: 70

We need your original of this merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 902A00024854

RESUBMIT
Please give original
submission date as file date.

RECEIVED
02 APR 25 AM 10:30
DIVISION OF CORPORATIONS

**ARTICLES OF MERGER OF
GREGORY, INC., A FLORIDA CORPORATION, AND
LWC HOLDING CORP., A FLORIDA CORPORATION**

The undersigned corporations, acting pursuant to the provisions of Section 607.1104 and Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), hereby adopt the following Articles of Merger for the purpose of merging Gregory, Inc., a Florida corporation, with and into its parent corporation, LWC Holding Corp., a Florida corporation, which shall be the surviving corporation (the "Merger").

1. The Agreement and Plan of Merger governing the Merger is attached hereto and is incorporated fully herein.
2. The Merger will become effective on Wednesday, April 24, 2002.
3. Pursuant to Section 607.1104 of the FBCA, the shareholders of neither Gregory, Inc. nor LWC Holding Corp. were required to approve the Merger.
4. Pursuant to Section 607.1104 of the FBCA, the Agreement and Plan of Merger governing the Merger was approved and adopted by unanimous written consent of the board of directors of LWC Holding Corp. on March 31, 2002.

Dated: March 31, 2002

GREGORY, INC.,
a Florida corporation

By: _____

*C. Jeff Pan, Executive Vice President,
Chief Financial Officer, Secretary and Treasurer*

LWC HOLDING CORP.,
a Florida corporation

By: _____

*C. Jeff Pan, Executive Vice President,
Chief Financial Officer, Secretary and Treasurer*

ATTACHMENT TO ARTICLES OF MERGER

Agreement and Plan of Merger

(begins on following page)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of the 31st day of March, 2002, by and between LWC Holding Corp., a Florida corporation ("LWC"), and Gregory, Inc., a Florida corporation and a wholly-owned subsidiary of LWC ("Gregory").

WITNESSETH:

WHEREAS, LWC, as the sole shareholder of Gregory, desires to effect a merger of Gregory with and into LWC (the "Merger") pursuant to the provisions of the Florida Business Corporation Act (the "FBCA");

WHEREAS, LWC and Gregory intend that the Merger qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors of LWC has determined that the Merger is desirable and in the best interests of each corporation and that the Merger be consummated in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

The Merger; Effective Time

1.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of the FBCA, at the Effective Time (as defined in Section 1.6 below), Gregory shall be merged with and into LWC. LWC shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Florida. At the Effective Time, the separate corporate existence of Gregory shall cease.

1.2 Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for in this Agreement and in Section 607.1106 of the FBCA.

1.3 Articles of Incorporation. The Articles of Incorporation of LWC in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the surviving corporation.

1.4 Bylaws. The bylaws of LWC, as in effect immediately prior to the Effective Time, shall be the bylaws of the surviving corporation, until amended as therein provided.

1.5 Officers and Directors. The officers and directors of LWC shall be the officers and directors of the surviving corporation immediately after the Effective Time, each to hold office in accordance with the Articles of Incorporation and bylaws of LWC until their successors have been duly elected and qualified in accordance with the Articles of Incorporation and bylaws of LWC and the applicable provisions of the FBCA.

1.6 Effective Time. The Merger shall be consummated by the filing of articles of merger, in such form as required by, and executed in accordance with, the relevant provisions of the FBCA, with the Secretary of State of the State of Florida. The Merger shall be effective as of 12:01 a.m. Tallahassee, Florida time on Wednesday, April 24, 2002 (the "Effective Time").

1.7 Subsequent Action. If, at any time after the Effective Time, LWC shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in LWC its right, title or interest in, to or under any of the rights, properties or assets of Gregory acquired by LWC as a result of, or in connection with the Merger or otherwise to carry out this Agreement, the officers and directors of LWC shall be authorized to execute and deliver, in the name and on behalf of Gregory and LWC, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of Gregory and LWC, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in LWC or otherwise to carry out this Agreement.

ARTICLE 2

Effect of the Merger on Capital Stock; Exchange of Certificates

2.1 Status and Conversion of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each share of common stock of Gregory (each, a Gregory Share" and collectively, the "Gregory Shares") which is held by Gregory as treasury shares shall be canceled and retired.

(b) Each Gregory Share issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be canceled.

2.2 Closing of Gregory Transfer Books. At the Effective Time, the stock transfer books of Gregory shall be closed and no transfer of Gregory Shares shall thereafter be made.

2.3 Required Statement Regarding Dissenting Shareholders. Shareholders of Gregory who, except for the applicability of Section 607.1104 of the FBCA, would have been entitled to vote and who would have dissented from the Merger pursuant to Section 607.1320 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding the rights of dissenting shareholders, to be paid the fair value of their Gregory Shares.

ARTICLE 3

Miscellaneous

3.1 Collateral Agreements, Amendments and Waivers. This Agreement supersedes all prior documents, understandings and agreements, oral or written, relating to this transaction and constitutes the entire understanding among the parties with respect to the subject matter hereof. Any modification or amendment to, or waiver of, any provision of this Agreement (or any document delivered pursuant to this Agreement unless otherwise expressly provided therein) may be made only by an instrument in writing executed by the party against whom enforcement thereof is sought.

3.2 Successors and Assigns. The provisions of this Agreement (and, unless otherwise expressly provided therein, of any document delivered pursuant to this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.3 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

3.4 Waiver. No failure or delay on the part of any party in exercising any right, power or privilege hereunder or under any of the documents delivered in connection with this Agreement shall operate as a waiver of such right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

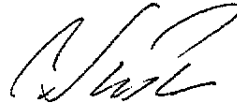
3.5 No Third-Party Beneficiaries. No person or entity not a party to this Agreement shall be deemed to be a third-party beneficiary hereunder or entitled to any rights hereunder.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in one or more counterparts (all of which shall constitute one and the same agreement) as of the day and year first above written.

GREGORY, INC.,
a Florida corporation

By: _____



C. Jeff Pan, *Executive Vice President,*
Chief Financial Officer, Secretary and Treasurer

LWC HOLDING CORP.,
a Florida corporation

By: _____



C. Jeff Pan, *Executive Vice President,*
Chief Financial Officer, Secretary and Treasurer